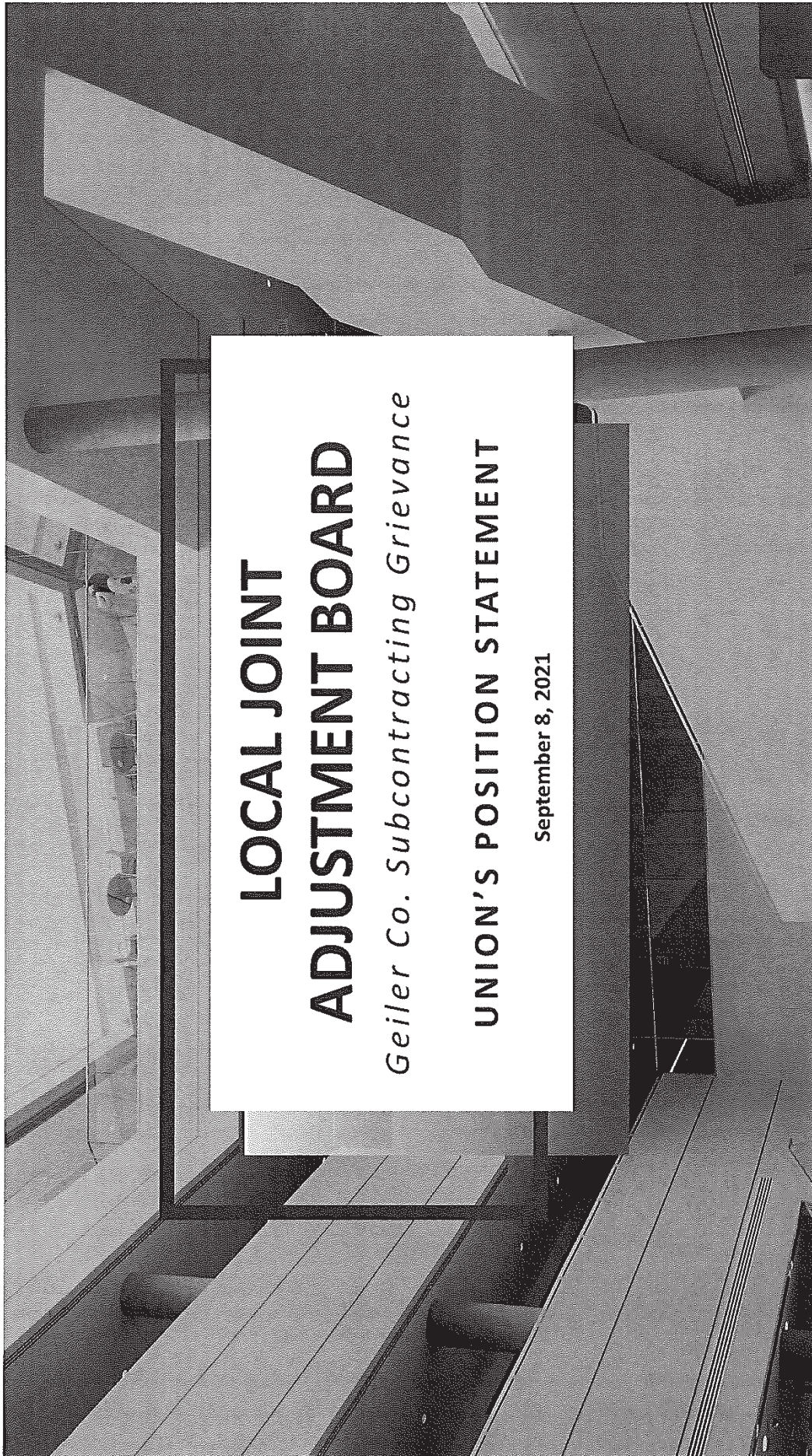


EXHIBIT C



Sheet Metal Industry Grievance Form

Article (X) Section 1 Compliance
(TO BE SUBMITTED WITH EACH FORMAL REQUEST FOR A LOCAL JOINT ADJUSTMENT BOARD HEARING.)

1. Date of Filing: 02/12/2021	2. Name, Address, Phone, Fax, Local Union and Union Representative Involved. Jeff Mueller Member # 0932641 1440 Knapser Meadow Drive Cincinnati, Ohio 45240	3. Name, Address, Phone, Fax and Representative of employer Involved. Reid Geiler Geiler Company 6561 Glenway Ave. Cincinnati, Ohio 45211
4. Date of Alleged Violation 01/19/2021	5. Project, Site or Shop Involved. Sunman Dearborn Schools East Central High School / Sunman Dearborn Middle School	6. Address of Involved Project, Site or Shop. Geiler Company 6561 Glenway Ave. Cincinnati, Ohio 45211

7. Nature of Grievance:
Subcontracting or Assignment of Work

8. Article(s) and Section(s) of Agreement Alleged Violated.

ARTICLE II
SUBCONTRACTING OR ASSIGNMENT OF WORK
SECTION 1.

No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any Contractor, Subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitation, those relating to Union Security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

9. Date the Local Union Representative and Employer Representative were Notified of the Grievance.
January 21, 2021 Letter

10. Record of Attempts to Resolve Grievance Under Article (x) Section 1.

A. Date of Contact	B. Type of Contact (check one of each area)					C. Results of Contact (use other side if necessary)
	1	2	3	4	5	
09/22/20						Meeting In Geiler office with Reid over issue
10/6/20 - 10/21/20	X			X		No response
10/30/20 - 01/13/21	X			X		No Answer / No response
1/14/21 - 1/19/21						No Answer / No response
1/19/21 - 2/3-2/10/2021						Email Contractors association to try to resolve

Article X
* * *

Section 1. Grievances of the employer or the union, arising out of interpretation or enforcement of this agreement, shall be settled between the employer directly involved and the duly authorized representative of the Union. If possible, both parties may participate in conferences through representatives of their choice.

To file a grievance, the grievant must file with the Union within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not determinable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

AGREEMENT

between

THE SHEET METAL CONTRACTORS
ASSOCIATION OF
GREATER CINCINNATI, INC.

and

INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL, AND
TRANSPORTATION WORKERS
(SMART)
LOCAL UNION NO. 24
(CINCINNATI AREA)

June 1, 2018 through May 31, 2022



Geiler Co. Is Bound by the CBA

LETTER OF ASSENT (Cincinnati Area)

This is to certify that the undersigned firm has examined and does agree to comply with the terms and conditions of employment contained in the collective bargaining agreement by and between SMART Local #24 (Cincinnati area) and The Sheet Metal Contractors Association of Greater Cincinnati, Inc. effective June 1, 2018 through May 31, 2022.

The undersigned firm hereby agrees to comply with all of the terms and conditions of employment contained in the aforementioned Agreement as amended from time to time. It is the firm's agreement that the undersigned firm shall be as binding on the firm as though it has signed the above referred to Agreement and any amendments thereto.

FOR THE UNION:
SMART LOCAL #24

[Signature]
Business Representative

6550 Poe Avenue
Dayton, Ohio 45414

COUNTIES: *[Signature]*
Job Site: *[Signature]*

(Authorized Approval)

FOR THE EMPLOYER:
COMPANY: *[Signature]*

Name of Officer: *[Signature]*

Title of Officer: *[Signature]*

Address: *[Signature]*

City/State/Zip: *[Signature]*

Phone: *[Signature]*

(Authorized Approval)

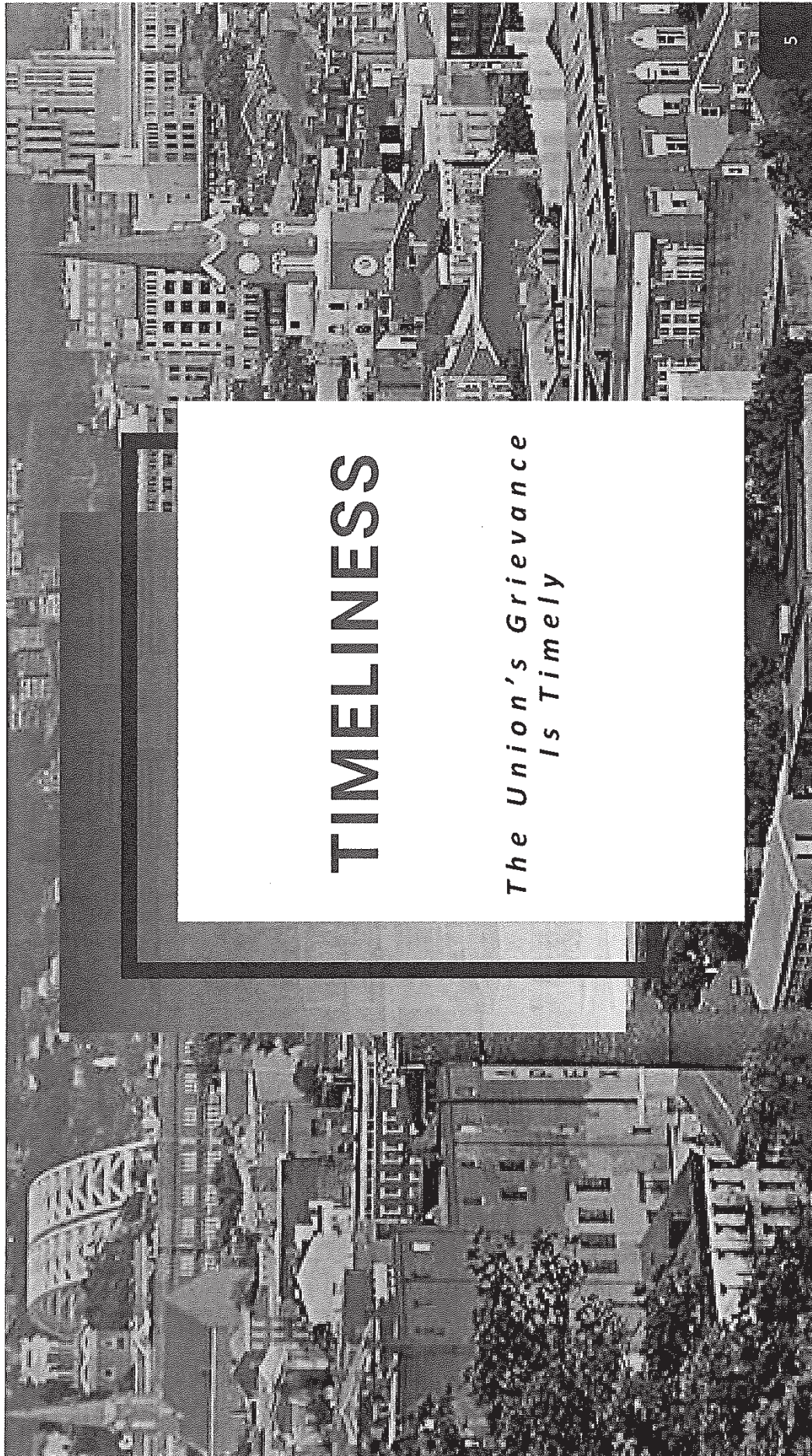
The below form is necessary, prior to commencing work in the jurisdiction of SMART Local #24 (Cincinnati area), and to be in compliance with government regulations.

Bond: *[Signature]* Workers Comp: *[Signature]*

Unemployment Comp: *[Signature]* Employer Fed. I.D. # *[Signature]*

The above for the States of Ohio, Indiana and Kentucky.

NOTE: Complete the above, sign and return one (1) copy to SMART Local #24, 6550 Poe Avenue, Dayton, OH 45414.



ART. X, SEC. 1

"To be valid, Grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of first knowledge of the facts giving rise to the Grievance."

ART. X, SEC. 2

"Notice of appeal to a Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties."

The Grievance Is Timely

Local 24's Timeline

- 8/27/2020 – JM Email Confirming 8/28/2020 Meeting
- 8/28/2020 – JM Email confirming Northern Kentucky Heating and Cooling interest in bid
- 9/22/2020 – Meeting in Geiler office with Reid over issue (Per grievance)
- 9/28/2020 – JM Email asking who Geiler on would be performing SM work on the projects
- 9/30/2020 – JM Email asking again who would be performing SM work on the projects
- 10/6/2020 – JM Email asking again who would be performing SM work on the projects
- 10/21/2020 – Email, no response(Per grievance)
- 10/30/2020 – JM asking for a meeting re: the projects.
- 10/30/2020 – Reid Geiler responds “no” to the meeting request
- 1/13/2021 – Email, no response
- 1/14/2021 – Email, no response
- 1/19/2021 – Date of Alleged Violation(Per grievance)
- 1/19/2021 – JM email asking for a call or to meet regarding subs for the SM portion of the Contract, no response.
- 1/21/2021 – Date Local Union Representative and Employer Representative were notified of the grievance. (Per grievance)
- 1/21/2021 – Read receipt of JM email.
- 1/29/2021 – Date for Geiler to respond to Letter for information. No response received.
- 2/12/2021 – Date of Filing (Per grievance)

Good morning Reid,

Can you advise me on who will be doing the Sheet Metal portion of the following projects

- 1) East Central High School
- 2) Sunman Dearborn Middle School
- 3) North Dearborn Elementary
- 4) Sunman Elementary
- 5) Bright Elementary

Follow up

Good morning Reid,
Any word on the following projects?

Good afternoon Reid,

Trying to touch base with you on the Sunman Dearborn School work. Has Geiler made a decision on the schools mentioned in the previous email ?

Good morning Reid,

Can you give me a call when you have a minute. Or email me a list of who Geiler is using for subs for the Sheet Metal portion of these projects.

Thanks,

Good afternoon Reid,

I would like to see if you would be available early next week to have a in person meeting to discuss the Sunman Dearborn Schools projects.

The only response received, however was...

On Oct 30, 2020, at 2:53 PM, Reid Geiler <geilerr@geiler.com> wrote:

No

From: Jeff Mueller <jmueller@smw24.org>

Sent: Friday, October 30, 2020 2:40 PM

To: Reid Geiler <geilerr@geiler.com>

Subject: Sunman Dearborn Schools

Good afternoon Reid,

I would like to see if you would be available early next week to have a in person meeting to discuss the Sunman Dearborn Schools projects.

Thanks,

Jeff Mueller

Business Representative

Sheet Metal Workers Local # 24

1440 Kemper Meadow Drive

Cincinnati, Ohio 45240

Cell 513-617-8858



6550 Poe Avenue
Dayton, Ohio 45414
Telephone 937.277.9303
Fax 937.665.0417
e-mail: dayton@smw24.org

Robney French
Business Manager
Financial Secretary-Treasurer

January 21, 2021

Geiler Company

Attn: Reid Geiler
6561 Glenway Ave.
Cincinnati, OH 45211

RE: Sunman Dearborn Schools Middle School
East Central High School

It has come to my attention that The Geiler Company may be covered by the collective bargaining agreement ("CBA") and which traditionally has been performed by our members, some of whom are laid off and would be ready, willing, and able to work. We are continuing to investigate the information we have received. Please note that such transfer of bargaining unit work by subcontract or otherwise would be in violation of the CBA—including but not limited to Article II—and the National Labor Relations Act, and Local 24 would seek full enforcement of the CBA, including monetary damages. On or before Friday, January 29, 2021, please provide a list of all jobs on which Metal Airways, LLC has received a subcontract from your company from August 1, 2020 to present.

Regards,

Jeff Mueller
Business Representative
Sheet Metal Workers Local 24
1440 Kemper Meadow Dr.
Cincinnati, Ohio 45240
Office 513-821-5771
Cell 513-617-8858

It has come to my attention that The Geiler Company may be using Metal Airways, LLC to perform work covered by the collective bargaining agreement ("CBA") and which traditionally has been performed by our members, some of whom are laid off and would be ready, willing, and able to work. We are continuing to investigate the information we have received. Please note that such transfer of bargaining unit work by subcontract or otherwise would be in violation of the CBA—including but not limited to Article II—and the National Labor Relations Act, and Local 24 would seek full enforcement of the CBA, including monetary damages. On or before Friday, January 29, 2021, please provide a list of all jobs on which Metal Airways, LLC has received a subcontract from your company from August 1, 2020 to present.

CINCINNATI
Mark Hummer
513.821.5771
Fax 513.617.8858

COLUMBUS
Jeff Huey
644.01.8871
Fax 614.471.9746

PRODUCTION
REPRESENTATIVE
Sharon Miller
513.617.5771
Fax 513.617.8858

DAYTON
Rick Procher
Mike W. Tipton
937.277.9303
Fax 937.665.0417

SOUTH POINT
Jeff Bower
740.777.9180
Fax 740.377.9197



METAL AIRWAYS, LLC WAS SIGNATORY

LETTER OF ASSENT (Cincinnati Area)

This is to certify that the undersigned firm has examined and does agree to comply with the terms and conditions of employment contained in the collective bargaining agreement by and between Sheet Metal Workers Local #24 (Cincinnati area) and the Sheet Metal Workers Association of Greater Cincinnati, Inc., effective June 1, 2009 through May 31, 2009.

The undersigned firm hereby agrees to comply with all of the terms and conditions of employment contained in the aforementioned Agreement and all approved amendments thereto. It is further agreed that the signing of this Letter of Assent shall be as binding on the undersigned firm as though it had signed the above referred to Agreement and any amendments thereto.

FOR THE UNION:
SHEET METAL WORKERS LOCAL #24

Darryl Morgan
Business Representative

4409 Norwood Place
Dayton, Ohio 45414

COUNTIES: Cincinnati

Job Site: Beginnings
(Authorized Approval)

FOR THE EMPLOYER:
COMPANY NAME: Metal Airways, LLC

Name of Officer: Ellen Kohler

Title of Officer: Owner

Address: 335 Galbreath Drive

Day Ridge, KY 41035

Phone: 859-428-3429

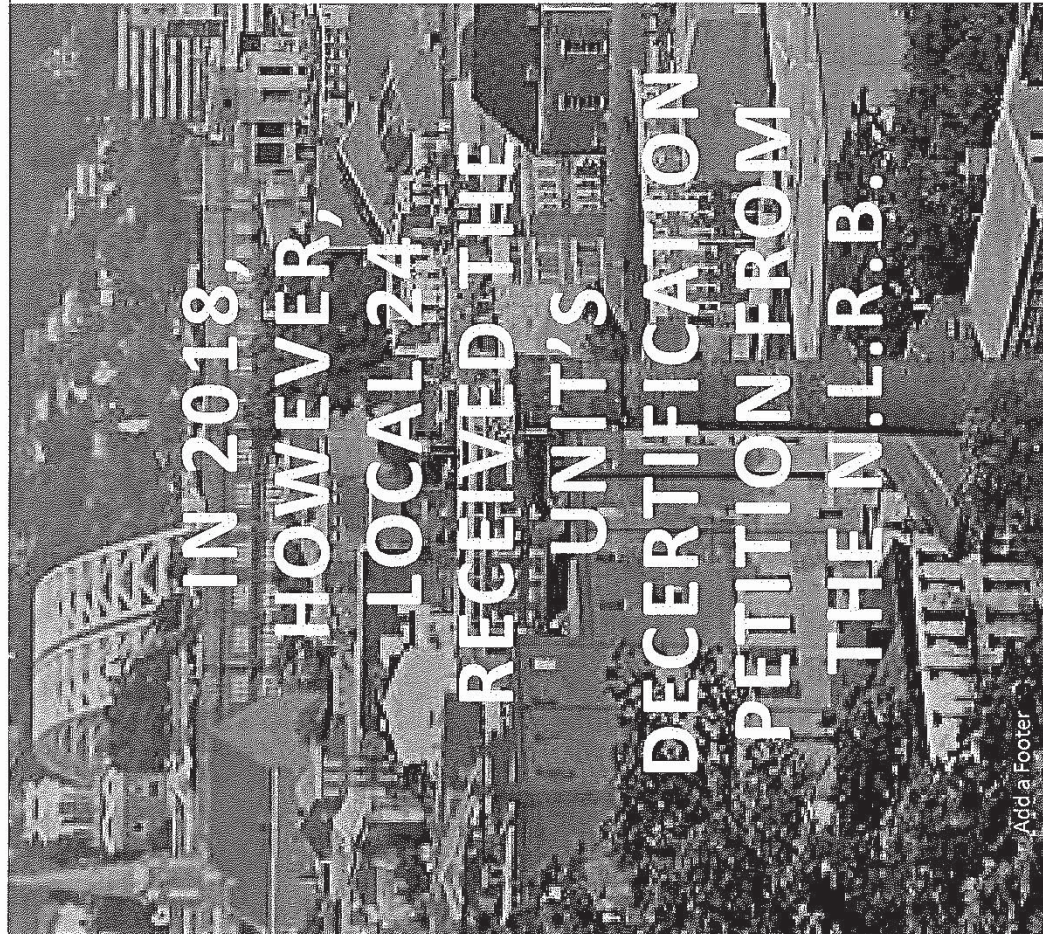
The below firm is necessary, prior to commencing work in the jurisdiction of Sheet Metal Workers Local #24 (Cincinnati area), and to be in compliance with government regulations.

Boards: _____ Workers Council _____

Unemployment Council _____ Employer Fed. ID. # 20-2506582

The above for the State of Ohio, Indiana and Kentucky.

NOTE: Complete the above, sign and return one (1) copy to Sheet Metal Workers Local #24.



Add a Footer



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 9
550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271



Download
NLRB
Mobile App

Agency Website: www.nlrb.gov
Telephone: (513) 684-3688
Fax: (513) 684-3946

March 13, 2018

URGENT

rdurham@smw24.org
(513) 821-7849

Rob Durham
International Association of Sheet Metal, Air, Rail
and Transportation Workers (SMART), Local Union No. 24
1579 Summit Road
Cincinnati, OH 45237

Re: METAL AIRWAYS, LLC
Case 09-RD-216389

Dear Mr. Durham:

Enclosed is a copy of a decertification petition filed by Jon L. Robinson regarding certain employees of Metal Airways, LLC. This letter tells you how to contact the Board agent who will be handling this matter, the requirement to complete, file and serve a Statement of Position Form, notifies you of a hearing, explains your right to be represented, requests that you provide certain information, and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Examiner

TAMLYN A. THOMPSON whose telephone number is (513) 684-5669. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Assistant to the Regional Director MATTHEW T. DENHOLM whose telephone number is (513) 684-5625. If appropriate, the NLRB attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Required Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, the Union is required to complete a Statement of Position form (Form NLRB-505), have it signed by an authorized representative, and file a completed copy with this office and serve it on all parties named in the petition by noon Eastern Time on March 20, 2018. This form may be e-Filed but unlike other e-Filed documents will *not* be timely if filed on the due date but after noon Eastern Time. The Union, as a non-employer party, is NOT required to complete items 8f and 8g of the form, or to provide a commerce questionnaire or the lists described in item 7. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent named above.

13

Metal Airways, LLC is no longer signatory to the CBA

represented by Local 24 or other affiliated unions or any other pending
relationships between these unions and Metal Airways LLC or affiliated entities.

Regards,

Ryan

From: Paul R. Boggs <pboggs@wallacebooke.com>
Sent: Monday, July 14, 2014 2:58 PM
To: Ryan P. Boggs <rboggs@metalairways.com>
Subject:

Paul R. Boggs III
WALLACE BOOKE, PLLC
1000 North Main Street, Suite 1200
P.O. Box 10000 | Richmond, VA 23210
Office: (804) 647-1000
Cell: (804) 647-1001
Fax: (804) 647-1002
www.wallacebooke.com

From: "Ryan P. Boggs" <rboggs@metalairways.com>
Sent: Monday, July 14, 2014 12:40 PM
To: Paul R. Boggs III <pboggs@wallacebooke.com>
Subject: Notice of Disavowal of Interest - Metal Airways LLC

Paul R. Boggs III, 06-02-216389 (Metal Airways LLC)

Dear Mr. Boggs:

We are pleased for Stuart Metal Workers Local 24. This is to advise you that Local 24 is no longer a signatory to the CBA. The CBA is being terminated and the signatory will be replaced by Metal Airways LLC as defined in the unit description in Case No. 04-02-216389, effective tonight at 11:59 pm, which shall retroactively terminate the existing bargaining agreement and relationship.

Importantly, this disclaimer shall not apply to any other bargaining units.



Image: Tom Demopoulos/CBC

Jeff Mueller

From: Jeff Mueller
Sent: Friday, August 28, 2020 2:02 PM
To: 'Reid Geiler'
Subject: Sunman Dearborn Schools

Good afternoon Reid,
Northern Kentucky Heating and Cooling would be interested in bidding sheet metal portion.
Rick Ponzer (Owner) 859-620-0338 rick@nkyhc.com
Steve Corsby (Draftsman / Estimator) steve@nkyhc.com

Jeff Mueller
Business Representative
Sheet Metal Workers Local # 24
1440 Kemper Meadow Drive
Cincinnati, Ohio 45240
Cell 513-617-8858



Metal Airways, LLC Is Performing Covered Work

CBA, Art. I, Sec. 1

"This Agreement covers the rates of pay, and conditions of employment of all employees of the Employer engaged in, but not limited to, the: . . . (a) manufacture, fabrication, assembling, handling erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and all HVAC systems, air-veyor systems, exhaust systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith..."

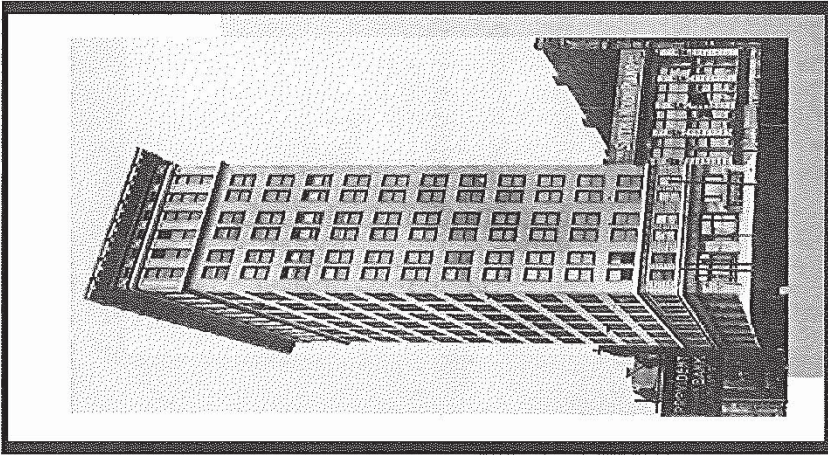
Metal Airways, LLC Is Performing Covered Work

CBA, Art. III, Sec. 1

"The Employer agrees that none but journeypersons and
apprentice sheet metal workers shall be employed on any work
described in Article I..."

ART. II, SEC. 1 SUBCONTRACTOR CLAUSE

"No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor, or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitation, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project or Agreement whichever is later."



ART. II, SEC. 2

WORK PRESERVATION

"Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement."

NB. Article II language upheld as valid and enforceable by the Sixth Circuit Court of Appeals in *Eisenmann Corporation v. Sheet Metal Workers International Association Local No. 24*, 323 F.3d 375 (6th Cir. 2003).

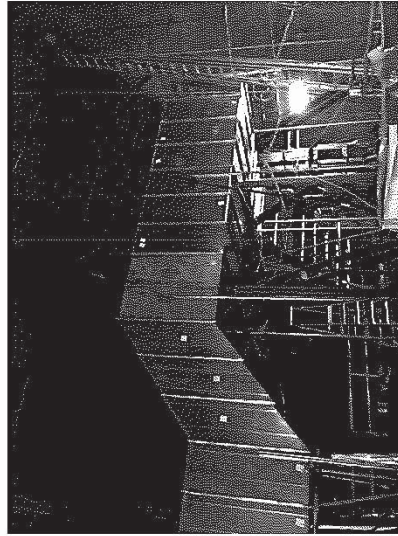
7. **EISENMANN CORPORATION CASE**

Art. 11 Enforced On- and Off-Site

- “[A] primary employer may not subcontract work to another company unless that company’s workers enjoy the same or greater wages and benefits as the employees of the primary employer.” 323 F.3d at 383.
- “[T]he main purpose of work preservation clauses is to keep the work on-site by removing economic incentives for the general contractor to send it elsewhere.” 323 F.3d at 384.
- “[W]here the principal effect of the provision is to discourage employers from outsourcing work normally performed by employees protected by the agreement, rather than coercing third parties to unionize, for example, Section 8(e) is not violated.” 323 F.3d at 384.
- “We find that the dominant motive and the primary effect of Article II, Section 2 was the preservation of on-site work for sheet metal workers on the GM Moraine project. That section does not constitute a ‘hot cargo’ agreement.” 323 F.3d at 385.

Union Members Perform this Work

- Multiple members currently perform the work in question – full-time – for Jacobs, Langdon, and Northern Kentucky.
- Members performed the work in question – full-time – for each of these entities.
- Recent photos of members working on the Music Hall and Lytle Tunnel Projects.



**WAS GEILER
BOUND?**

YES.

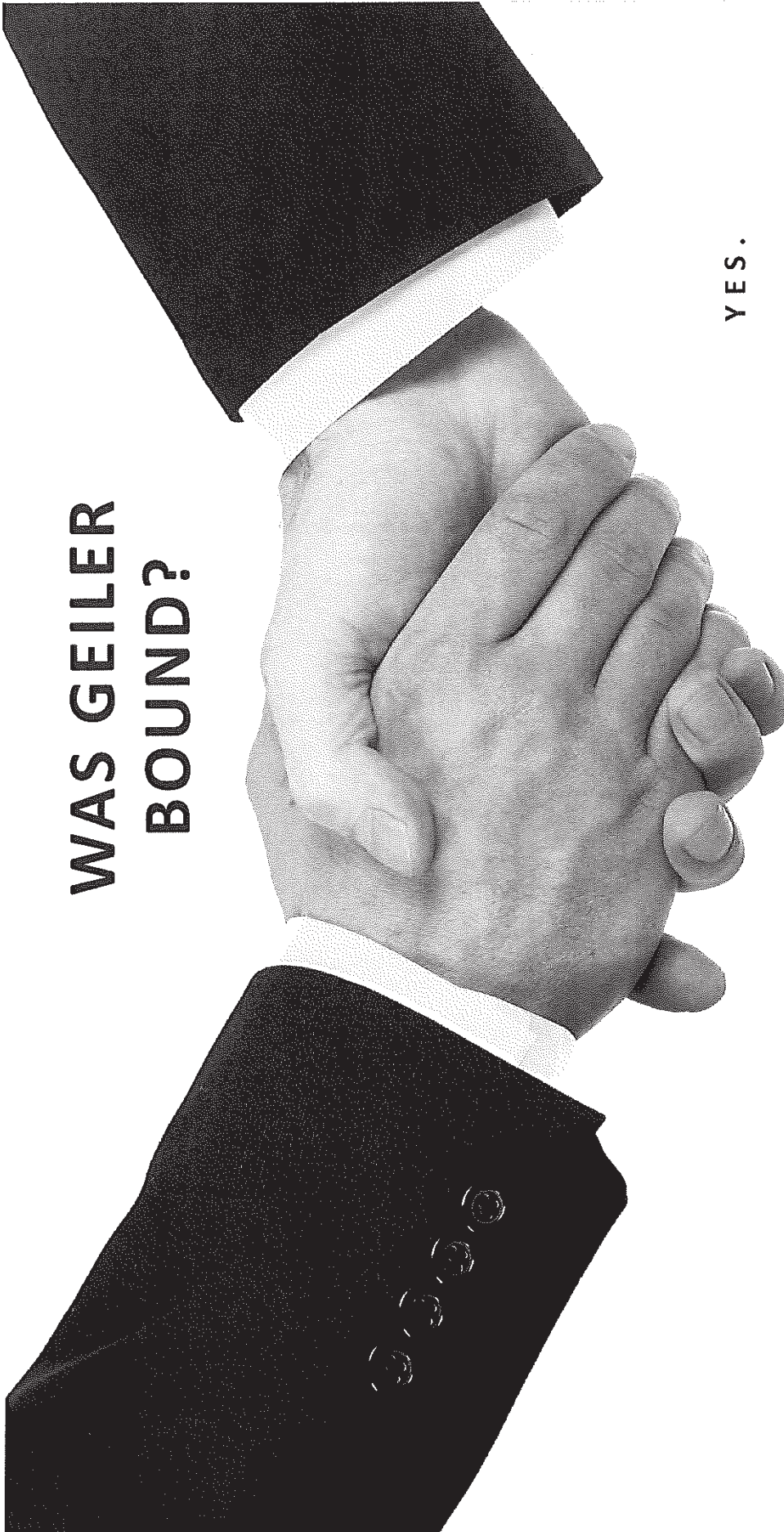


EXHIBIT C

Metal Airways, LLC is performing:



JOB SUMMARY: Sunman Dearborn Community School Remodel

Phase 1: Work to begin in Fall;
Phase 2: Fall Break 2020;
Phase 3: Winter Break 2020;
Phase 4: Spring Break 2021;
Phase 5: Summer 2021;
Phase 6: Summer 2022;

Work while school is in session
10/2/20-10/11/20
12/18/20-1/2/21
3/17/21-3/27/21
5/31/21-TBD
TBD

JOB SUMMARY: Sunman Dearborn Community School Remodel

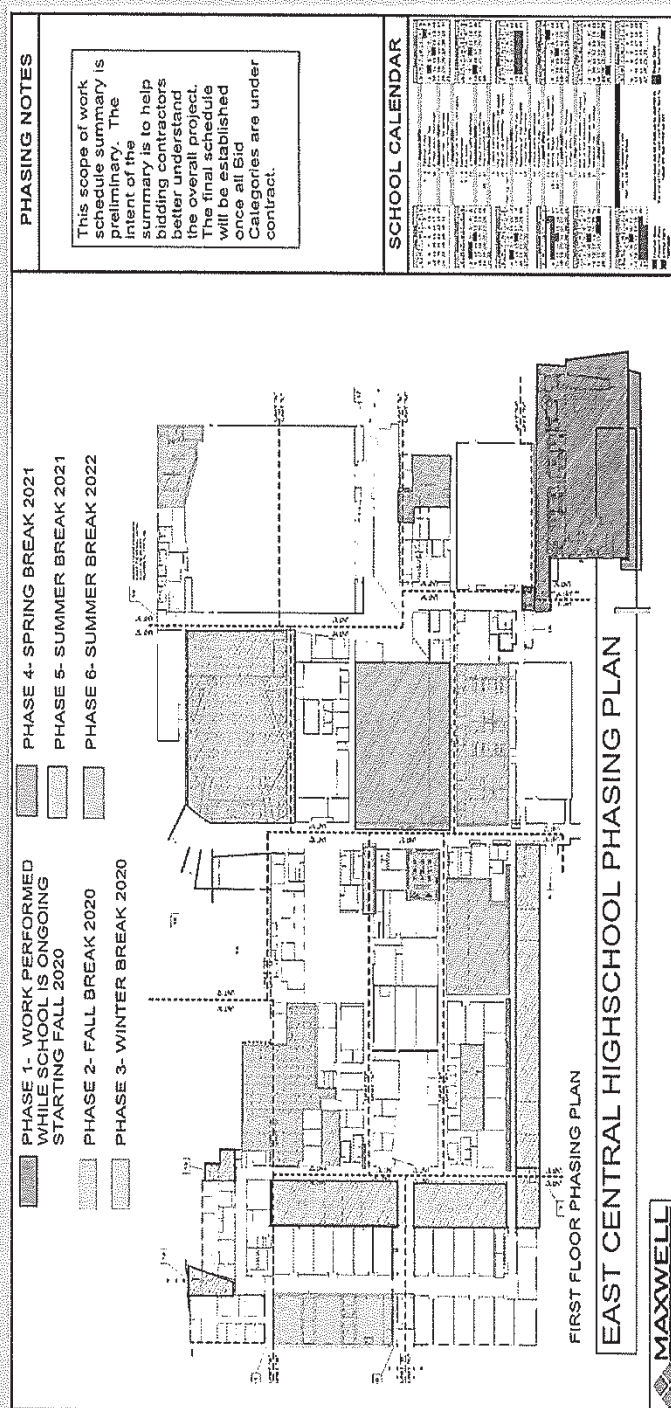
Phase 1: Work to begin in Fall;
Phase 2: Summer 2021;
Phase 3: Summer 2022;
Phase 4: Summer 2023;

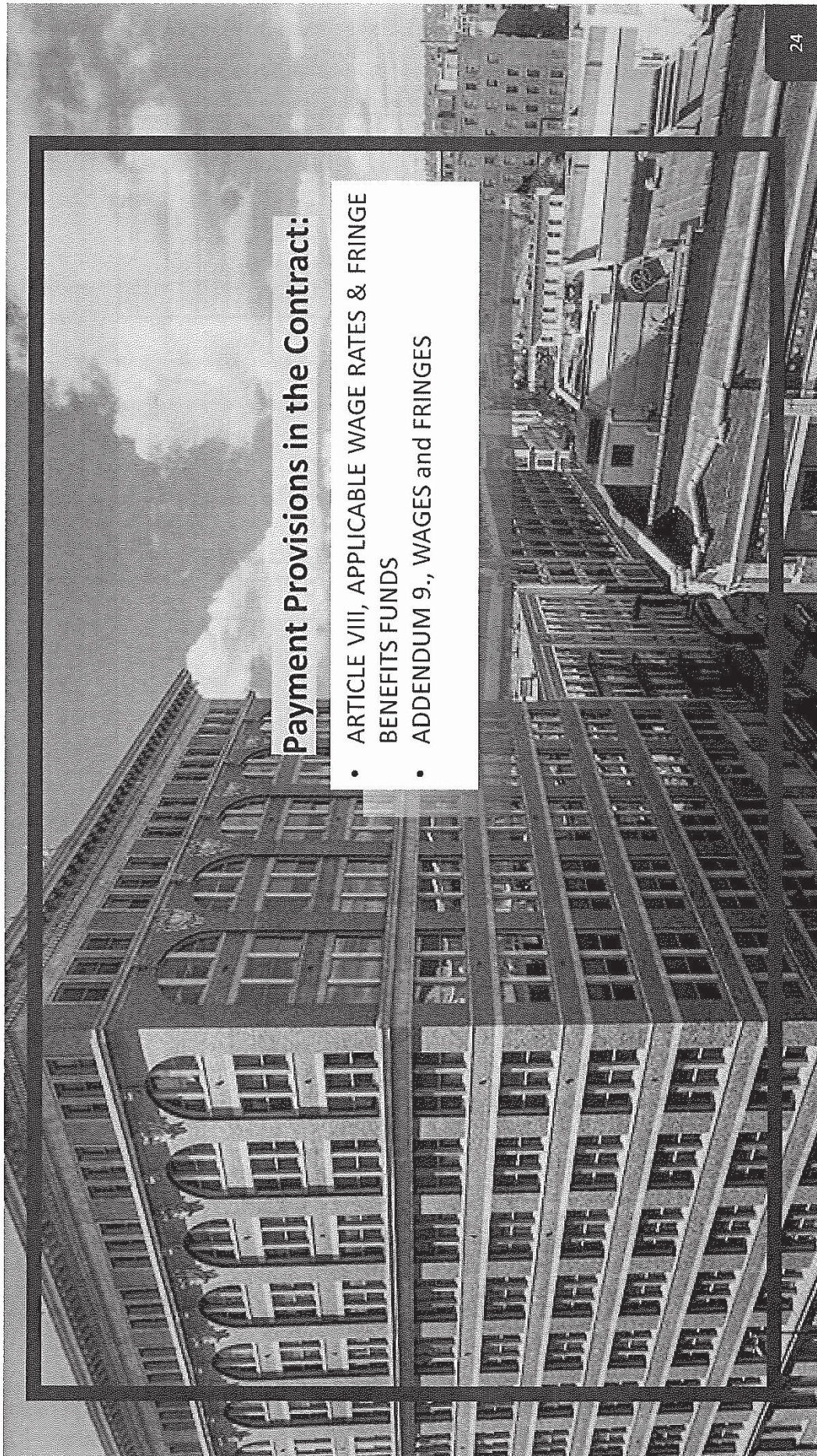
Work while school is in session
10/2/20-10/11/20
TBD
TBD

Phases 2-5 for both projects

5. HVAC demo and all above ceiling work to start and be complete before flooring replacement. Any floors that are being saved must be protected when overhead work is taking place.

There were alternatives available!





Payment Provisions in the Contract:

- ARTICLE VIII, APPLICABLE WAGE RATES & FRINGE BENEFITS FUNDS
- ADDENDUM 9., WAGES and FRINGES

5609 Fox Avenue
Dayton, OH 45424
Telephone 937.273.5343
Fax 937.662.6417
Email: day@smw.org



Sheet Metal Workers Local #24
Business Manager
Financial Secretary/Treasurer

JUNE 1, 2021

SHEET METAL WORKERS (SMART) LOCAL #24 CINCINNATI AREA WAGE INFORMATION - JUNE 1, 2021 THROUGH MAY 31, 2022

BASE WAGE \$31.51

ABOVE BASE EMPLOYER CONTRIBUTIONS WAGE

- ☒ Health and Welfare \$7.57
- ☒ Money Purchase Plan \$3.56
- ☒ National Pension \$9.64
- ☒ JATC \$0.24
- ☒ Local / National Industry \$0.24
- ☒ Supplemental Unemployment Benefits \$0.95
- ☒ ITI \$0.12
- ☒ NEMT \$0.03
- ☒ SMOHIT \$0.02
- ☒ Scholarship Fund \$0.01
- ☒ TOTAL PACKAGE \$54.89

Hourly Employee Deductions:

- Construction Fund \$0.39
- Dues Check-Off / Youth to Youth \$2.48

Dues Check-Off and Employer Contributions are paid on Hourly Worked.

Federal Standard Per Mile when Traveling Outside thirty-five (35) Mile Radius and within our Collective Bargaining Agreement. Mileage Rate based on effective rate January 1st of each year.

COVERED COUNTIES: Hamilton, Highland, Brown, and Clermont Counties in OHIO; Boone, Campbell, and Kenton Counties in KENTUCKY; Dearborn and Ohio Counties in INDIANA.

Robert Fench
RODNEY FENCH
Business Manager

Jack McDonald
Jack McDonald
Committee Chairman

CINCINNATI
Mark Hiestand
Jeff Shuler
513.821.8771
Fax 513.821.7249

COLUMBUS
Jeff Heuser
Bob Gurner
614.471.4871
Fax 614.471.7096

DAYTON
Rick Peltus
Mike Tilton
937.271.2149
Fax 937.662.6417

WORTHINGTON
Jeff Bove
943.371.2149
Fax 943.371.5997

Grand St. House

Current Wage Rates

SHEET METAL WORKERS (SMART) LOCAL #24 - CINCINNATI AREA HOURLY WAGE AND FRINGE CONTRIBUTION RATES Pre-Apprentices - Apprentices EFFECTIVE JUNE 1, 2021 - MAY 31, 2022

Pre-Apprentice	1st Year Apprentice	2nd Year Apprentice	3rd Year Apprentice	4th Year Apprentice	5th Year Apprentice
A	B	C	D	E	F
Basic Wage	\$31.51	\$31.51	\$31.51	\$31.51	\$31.51
Health & Welfare	\$7.57	\$7.57	\$7.57	\$7.57	\$7.57
Money Purchase Plan	\$3.56	\$3.56	\$3.56	\$3.56	\$3.56
National Pension	\$9.64	\$9.64	\$9.64	\$9.64	\$9.64
JATC	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24
Local / National Industry	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24
Supplemental Unemployment Benefits	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
ITI	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMT	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Scholarship Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
TOTAL PACKAGE	\$54.89	\$54.89	\$54.89	\$54.89	\$54.89

Hourly Employee Deductions:

Dues Check-Off	\$2.48
Construction Fund	\$0.39
TOTAL	\$2.87

Robert Fench
Business Manager

Jack McDonald
Committee Chairman

SHEET METAL WORKERS (SMART) LOCAL #24 - CINCINNATI AREA HOURLY WAGE AND FRINGE CONTRIBUTION RATES Journeyman - Foreman A* - General Foreman - Classified EFFECTIVE JUNE 1, 2021 - MAY 31, 2022

	Journeyman	Foreman A*	General Foreman
Basic Wage	\$31.51	\$32.76	\$33.76
Health & Welfare	\$7.57	\$7.57	\$7.57
Money Purchase Plan	\$3.56	\$3.56	\$3.56
National Pension	\$9.64	\$9.64	\$9.64
JATC	\$0.24	\$0.24	\$0.24
Local / National Industry	\$0.24	\$0.24	\$0.24
Supplemental Unemployment Benefits	\$0.95	\$0.95	\$0.95
ITI	\$0.12	\$0.12	\$0.12
NEMT	\$0.03	\$0.03	\$0.03
SMOHIT	\$0.02	\$0.02	\$0.02
Scholarship Fund	\$0.01	\$0.01	\$0.01
TOTAL PACKAGE	\$54.89	\$55.88	\$56.08

Hourly Employee Deductions:

Dues Check-Off	\$2.48
Construction Fund	\$0.39
TOTAL	\$2.87

Foreman (B) = 41-20 members employed

Classified Worker (45%)	Basic Wage
Health & Welfare	\$14.18
Money Purchase Plan	\$6.29
National Pension	\$1.60
JATC	\$0.68
Local / National Industry	\$0.24
Supplemental Unemployment Benefits	N/A
ITI	\$0.12
NEMT	\$0.03
SMOHIT	\$0.02
Scholarship Fund	\$0.01
TOTAL PACKAGE	\$27.51

Hourly Employee Deductions:

Dues Check-Off	\$0.28
Construction Fund	\$0.39

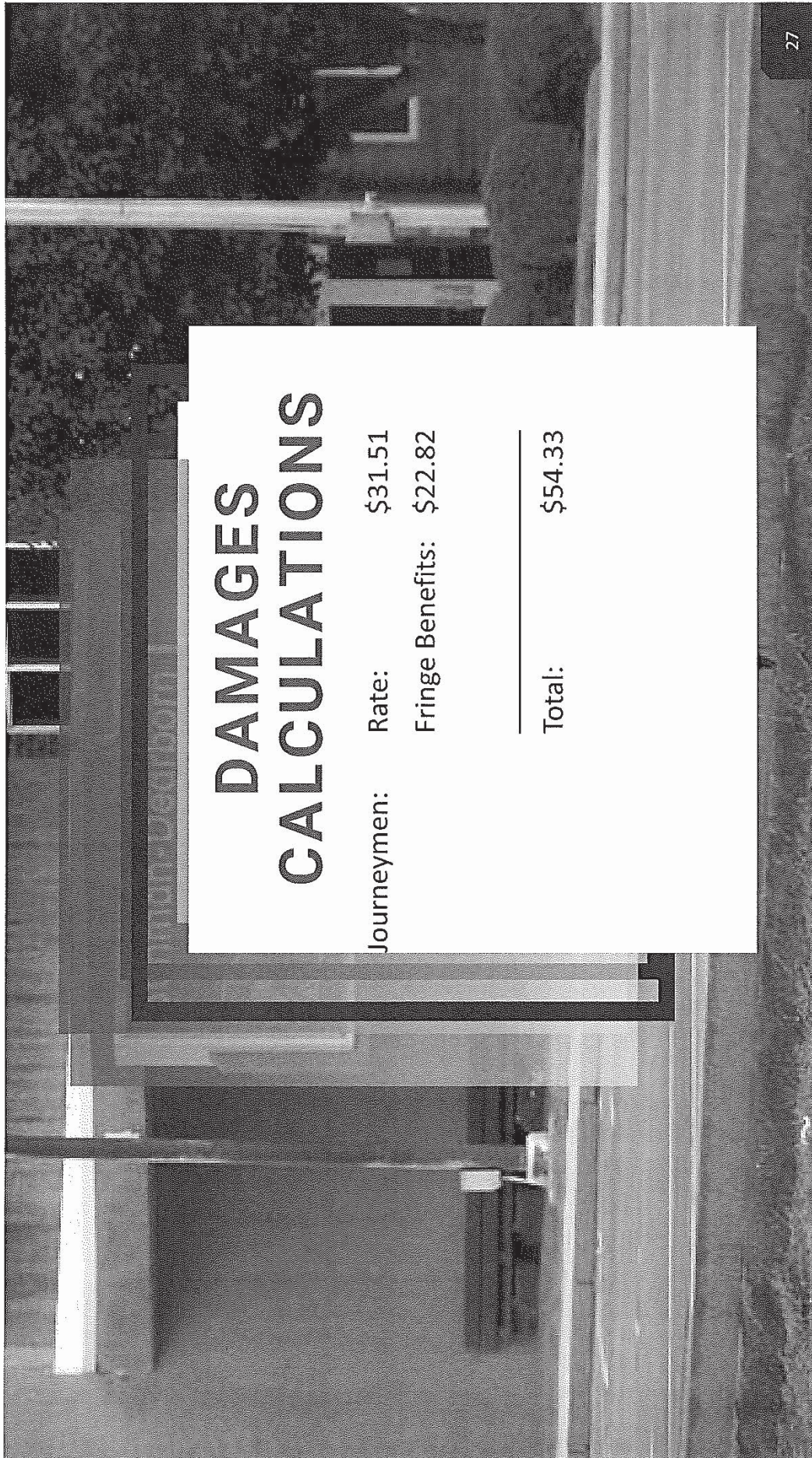
Robert Fench
Business Manager

Jack McDonald
Committee Chairman

HOURS WORKED

ESTIMATIONS:

- 7,500 journeymen hours in the field;
- 2,500 apprentice hours in the field; and
- Additional journeymen hours in the shop



DAMAGES CALCULATIONS

Apprentices:

Rate and
Fringe Benefits*: \$34.66

Total: \$34.66

*Rate and Fringe Benefit number based upon the average of all 10 levels that apprentices are paid at under the Contract.

DAMAGES CALCULATIONS

Journeymen:	Total Hours	7,500
X	Total Package	\$54.33
	EQUALS	\$407,475.00

Apprentice:	Total Hours	2,500
	X	Total Package \$34.66
	EQUALS	\$86,650

$$\begin{aligned} & \$407,475(\text{Journeyman}) + \$86,650(\text{Apprentices}) \\ & = \$494,125 \text{ (Total Damages)} \end{aligned}$$

THESE FIGURES SHOULD BE PRESUMED CORRECT

From: Jeff Mueller
To: Austin Daniels
Subject: RE: [EXTERNAL] Sunman Dearborn Schools
Date: Friday, July 20, 2023 12:21:48 AM

From: Geiler, Reid <GeilerR@geiler.com>
Sent: Friday, July 20, 2023 9:39 AM
To: Jeff Mueller <jmueller@smw24.org>
Subject: RE: [EXTERNAL] Sunman Dearborn Schools

Jeff,

We do not possess that information.

Reid

From: Jeff Mueller <jmueller@smw24.org>
Sent: Tuesday, July 20, 2023 2:36 PM
To: Geiler, Reid <GeilerR@geiler.com>; Bob Pope <BPope@assnsoffice.com>
Cc: Ryan Hyman <rhyman@assnsoffice.com>
Subject: [EXTERNAL] Sunman Dearborn Schools

To Reid Geiler:

Pursuant to the Union's February 12, 2023 grievance concerning the subcontracting of work at Sunman Dearborn Schools, please provide us with the following information:

1. Any and all documents to/from Metal Airways, LLC ("Metal Airways") regarding the names of Metal Airways employees and the number of hours worked by Metal Airways employees on the East Central High School project from August 1, 2020 to present.
2. Any and all documents to/from Metal Airways regarding the names of Metal Airways employees and the number of hours worked by Metal Airways employees on the Sunman Dearborn Middle School project from August 1, 2020 to present.

Please provide the Union with this information by no later than July 30, 2023.

Sincerely,

Jeff Mueller
Business Representative
Sunman Dearborn Local # 24
4441 Kemper Highway, Suite 100
Dearborn, MI 48124-6240
Cell 313-471-8850

From: Geiler, Reid <GeilerR@geiler.com>
Sent: Sunday, August 1, 2021 3:56 PM
To: Bob Pope <BPope@assnsoffice.com>
Subject: RE: [EXTERNAL] FW: Local 24 v. Geiler Co. Grievance; re: Subpoena Request (records)

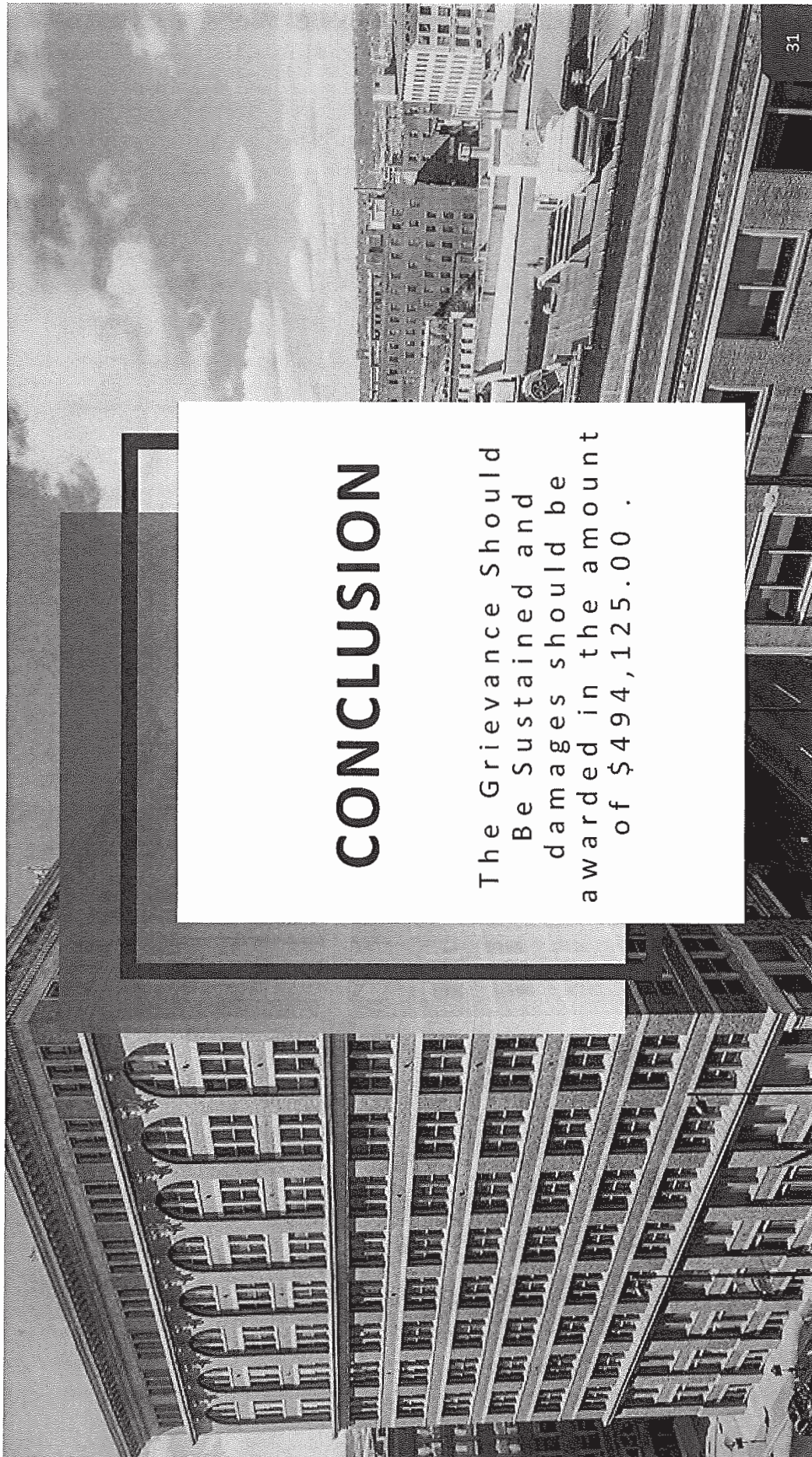
Bob,

I spoke to my attorney regarding this request. In that this is an informal hearing and not a formal legal proceeding the rules of evidence and civil trial procedure do not apply. In that the subpoena request is not through a court of law, it has no legal standing, thus unenforceable. Also in that it appears that Metal Airways have no hours reported on the Manhour Report and thus not being represented by the Association makes this a moot point as they have no power to make them comply. Therefore Geiler demands that the board take no action on this request.

Further the fact that this was sent on a Sunday afternoon is unprofessional and could be seen as harassment and retaliation. Geiler reserves the right to seek legal sanction.

Finally we need to know whether it is the intention of LU 24 to have an attorney present at this hearing. Section H 1 E of the LUAB guidelines discourages having attorneys present. Geiler intended to comply with that but will reconsider that position if LU's 24 attorney will be present.

Reid



CONCLUSION

The Grievance Should
Be Sustained and
damages should be
awarded in the amount
of \$494,125.00 .